



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

September 19, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF AGREEMENT NO. 1
FISCAL AND POLICY AGREEMENT FOR THE
LOS ANGELES REGIONAL CRIME LABORATORY
(FIRST DISTRICT) (3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICE THAT
YOUR BOARD:**

1. Approve and authorize the Mayor of the County of Los Angeles to sign the Memorandum of Agreement (MOA) No. 1 - Fiscal and Policy between Los Angeles County Sheriff's Department (LASD), Los Angeles Police Department (LAPD), and/or California State University, Los Angeles (CSULA).
2. Authorize the transfer of \$650,000 from the Project and Facility Development Fund to the Los Angeles Regional Crime Laboratory Facility Authority (Authority) trust account for acquisition of Type I Furniture, Fixtures & Equipment (FF&E) and telecommunications equipment for the LASD occupied areas in the Los Angeles Regional Crime Laboratory Facility (Crime Lab).
3. Approve the attached appropriation adjustment to move the \$650,000 from Services & Supplies to Other Charges to properly account for the transfer to the Authority trust account.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

Approval of the recommended actions will allow the establishment of guidelines and procedures for Fiscal and Policy issues between the LASD, LAPD and CSULA.

A Tradition of Service

Approval of these actions will also allow the transfer of the funds from the Project and Facility Development Fund to the Authority's trust account for it to acquire and own the Type I FF&E.

Memorandum of Agreement

On July 24, 2001, your Board approved the execution of a Joint Exercise of Powers Agreement (JPA), which established the Authority to oversee the design, construction, and organization of operations of the Crime Lab. On May 27, 2003, your Board approved two agreements; the First Amended Joint Exercise of Powers Agreement (Amendment) between the County of Los Angeles, on behalf of LASD, and the City of Los Angeles, on behalf of the LAPD; and the Joint Crime Laboratory Facility Sublease Agreement (Sublease) between the Authority and the County. The purpose of these agreements was to reflect changes in the funding and financing structure and authorize the execution of a sublease with the Authority. The Amendment and Sublease were required to allow the State's issuance of lease revenue bonds to finance the design and construction of the Crime Lab and to allow the State to oversee the project's delivery.

Each of the parties to these agreements is a sublessee of the Authority. LASD and LAPD have been assigned space to operate a regional crime laboratory. CSULA has been assigned space to provide instruction and other activities consistent with their educational mission.

An "Operations Workgroup" was established by the agencies comprising the Authority to develop operating agreements and policies for the new laboratory. These agreements are necessary because the executed Sublease Agreements between the Authority and the agencies require the Authority to operate and maintain the facility but do not address how this will be handled or the protocols for working relationships. The "Operations Workgroup" included representatives from the LASD, County Chief Administrative Office, County Counsel, LAPD, City Chief Administrative Office, City Attorney, CSULA and CSULA Counsel. This group met over several months to develop three (3) Memoranda of Agreements (MOA's), approved by the JPA Board on July 28, 2005. The three (3) MOA's consist of the Fiscal and Policy Agreement, Facility Wide Protocols Agreement and the Laboratory Operation Protocols Agreement. Your approval of the Fiscal and Policy Agreement is required because of the County's fiscal obligations regarding the operations and maintenance of the facility. The other two (2) Agreements address internal protocols and do not impose fiscal obligations on the County. Nevertheless, those two (2) Agreements are provided for your information because they are integral documents pertaining to the day-to-day operations of the facility. The three (3) Agreements have been reviewed by legal counsel representing the County, City and CSULA as to form.

Fiscal and Policy Agreement

Under the amended Joint Exercise of Powers Agreement and the Joint Crime Laboratory Facility Sublease Agreement, approved by your Board in May 2003, the County will contribute its pro-rata share of the facility's operating and maintenance costs. The Sublease Agreement obligates the County to contribute annually to the operating, maintenance, custodial and extraordinary repairs of the facility. This obligation will commence upon completion of the project and is coterminous with the Ground Lease between the State Board of Trustees and the State Department of General Services, which is 75 years.

The Fiscal and Policy Agreement outlines the process by which the Authority will contract for services, recover operating and maintenance costs, and collect payment from each agency. LASD is the designated lead agency for the purpose of the operation of the facility, and will act as the administrator of the leases between the agencies and the Authority. Accordingly, LASD will contract for services, develop the annual budget, invoice the agencies for their respective costs, and monitor the budget, as well as reconcile funding with actual costs. The agreement includes a provision in which an agency can opt to provide maintenance services in areas where it has exclusive use instead of having the Authority provide the service.

There will also be a Facility Management Committee (FMC) comprised of five (5) members, one appointed by each member of the JPA, to handle disputes. If the FMC is unable to resolve a dispute, the matter will be forwarded to the JPA Board for resolution. The FMC is also authorized to proceed with emergency repairs in an amount to be established by the JPA Board. Repair expenditures are required to be reported to the JPA Board at its next regularly scheduled meeting. This agreement requires the signatures of the County Board of Supervisors, the City Mayor, the Chief Financial Officer of CSULA, and the County and City legal counsels because of the fiscal obligations relative to the process by which the Authority will contract for services to operate and maintain the facility and recover the costs from the agencies.

Facility Wide Protocols and Laboratory Operation Agreements

The Facility Wide Protocols Agreement establishes protocols for the working relationships among the three agencies' personnel working at the facility, including such matters as building access and security, parking assignment and enforcement, a facility recycling program, an emergency evacuation plan, and the establishment of a Coordinating Committee to resolve conflicts when they arise.

The Laboratory Operations Agreement is between the LASD and LAPD because both agencies share some laboratory and office space, and some analytical equipment. This MOA establishes the policies and procedures encouraging "good neighbor" relationships between the technical sections in the facility. The agreement also required the LASD to provide a receptionist for the reception desk. In turn, the LAPD will provide a storeroom keeper to receive and track supplies, and maintain the storeroom. Respective agencies will order their own supplies. A range master will be provided by LASD and LAPD on alternating years. The range master is responsible for complying with the legal considerations for operating an indoor range (such as providing access to industrial waste inspectors) and for any safety related duties associated with the range (such as monitoring test results for blood lead levels and overseeing range waste disposal). The MOA also included the procedures for handling disputes between the agencies' personnel.

Operations and Maintenance Costs

Some operations and maintenance costs are shared by the three agencies. In this case, the County's share is 43 percent. Other costs are specific to the LASD and LAPD, in which case, the County's share is 50 percent. In August 2005, LASD staff estimated the annual operating and maintenance costs at \$2.1 million, to be shared by the three (3) agencies. The County's pro-rata share of the \$2.1 million is about \$900,000, which is 43 percent of the total cost, determined by the amount of space to be occupied in the facility by LASD.

The estimate also included the annual allocation of \$200,000 to the Extraordinary Repair Fund, of which the County's share is \$86,000. The lease requires that \$5 million be accumulated in an interest bearing account. The fund will not be allowed to fall beneath \$2 million, which is the current estimate to demolish the facility. The monies would be used to fund extraordinary repairs such as building systems replacement or structural repairs, or would be used to demolish the building in extraordinary circumstances. The sizing of the fund will be reviewed every five (5) years to determine if the annual contribution, maximum fund amount, and cost of demolition needs to be revised. The operating budget cost estimates will be refined as quotes for services are received and data on maintenance costs are collected.

In addition to facility operations and maintenance costs to be shared by all three agencies, there are additional costs specific to LASD and LAPD. Additional expenses include biohazard waste removal, communications (T-1 line maintenance), and liability insurance totaling about \$220,000. The County's portion would be half, or about \$110,000. It should be noted that although the three agencies are self-insured, the Risk Managers for both the County and City have recommended that the County and City jointly purchase premises general liability insurance to protect the JPA Board,

County and City from claims for third-party bodily injury and property damage claims. The State Office of Risk and Insurance Management will provide property insurance for the building during the first 30 years, while the revenue bonds are outstanding.

Transfer of FF&E/Telecommunications Funding

In November 2004, the Regional Crime Laboratory construction bids were opened and the low responsive bidder was identified. However, the bid exceeded the construction budget for the project by \$8,922,000. The budget shortfall for construction resulted in the reallocation of funding for systems furniture and telecommunications equipment (FF&E), as well as the implementation of other measures including your Board's contribution of funds to the construction budget. The removal of FF&E funding from the project ultimately requires the City and County to provide funding for their purchase. On June 21, 2005, your Board approved the use and transfer of \$1 million in Workers Compensation savings from the Sheriff's operating budget to the Project and Facility Development Fund for the purchase of FF&E and telecommunication equipment for LASD areas of the Crime Lab.

Invitations for Bids have been released and responses received for the Type I (Systems Furnishings) FF&E and for the telecommunications equipment. In lieu of LASD and LAPD issuing separate purchase orders, a single procurement package will provide consistency in material and finishes of the FF&E, and facilitate the installation process. The lowest responsive and responsible bidders have been identified, and upon the availability of funding, the Authority will issue purchase agreements for the equipment.

FISCAL IMPACT/FINANCING

In Fiscal Year 2004-05, the Board approved the use of \$1 million in one-time savings from the Sheriff's operating budget under Workers' Compensation to cover its unfunded Crime Lab FF&E and telecommunications costs. The funds were transferred to the Project and Facilities Development Fund for the future purchase of these items. The recommended appropriation adjustment will move the \$650,000 from Services & Supplies to Other Charges to properly account for the transfer to the Authority. The City's share was deposited to a sub-account created for this acquisition in the Authority's trust account held by the County Auditor-Controller.

The actual final costs of the equipment will be determined after full installation. In the event LASD's Type I FF&E and telecommunications costs exceed \$650,000, LASD will identify additional funding to pay their share for the excess and return to your Board to request transfer of those funds to the Authority's trust account. The remaining \$350,000 will be utilized to purchase Type II equipment for LASD occupied spaces and was transferred to the Sheriff's operating budget as part of the CAO's recommended

The Honorable Board of Supervisors
September 19, 2006
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budget adjustments to the 2006-07 Proposed County Budget approved by your Board on June 26, 2006.

In the event the total Type I FF&E and telecommunications equipment costs incurred are less than the aggregate \$1,300,000, (\$650,000 from County and \$650,000 from the City) the excess proportional shares will be prorated and, upon action by the Authority, returned to the County and City.

ENVIRONMENTAL DOCUMENTATION

Not applicable.

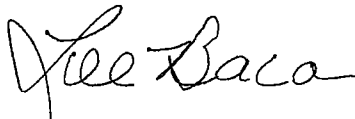
CONTRACTING PROCESS

Not applicable.

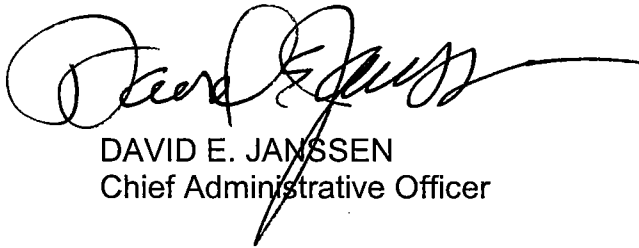
CONCLUSION

Upon approval by your Board, please provide two (2) individually certified copies of the Board-adopted letter to the Los Angeles County Sheriff's Department.

Sincerely,



LEROY D. BACA
SHERIFF



DAVID E. JANSSEN
Chief Administrative Officer

The Honorable Board of Supervisors
September 19, 2006
Page 7

LDB:DEJ: GTKT:SS:erf/jh
(Administrative Services Division/Facilities Planning Bureau)

Enc.

c: Board of Supervisors, Justice Deputies
Sachi A. Hamai, Executive Officer, Board of Supervisors
David E. Janssen, Chief Administrative Officer
Sharon R. Harper, Chief Deputy Administrative Officer
Rochelle Goff, Assistant Division Chief, Chief Administrative Office (CAO)
Sheila Williams, Department Analyst, CAO
Raymond G. Fortner Jr., County Counsel
J. Tyler McCauley, Auditor-Controller
Public Affairs Office, Judy Hammond, Head of Public Office
Los Angeles Police Department
Los Angeles City Administrative Officer
Los Angeles City Attorney
State of California, Office of Criminal Justice Planning
State of California, Department of General Services
State of California, Public Works Board
California State University, Los Angeles
Paul K. Tanaka, Assistant Sheriff
Victor Rampulla, Division Director, Administrative Services Division (ASD)
Glen Dragovich, Assistant Division Director, ASD
James R. Lopez, Commander, Administrative Services Division
Merrill Ladenheim, Sergeant, ASD
Gary T. K. Tse, Director, Facilities Planning Bureau
Adrienne Ferree, Assistant Director, Facilities Planning Bureau
Elizabeth R. Feathers, Manager, Facilities Planning Bureau
Sam Sklar, Facilities Project Manager, Facilities Planning Bureau
Chrono File
(CAP PROJECTS-RegionalCrimeLabFiscalPolicy 09_12_06)

**LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
MEMORANDUM OF AGREEMENT NO. 1
FISCAL AND POLICY**

**ARTICLE I
Parties to Agreement**

Section 1.01. Parties. The Parties to this Memorandum of Agreement (Agreement) are the County of Los Angeles, the City of Los Angeles, and the Trustees of the California State University, acting by and through the California State University, Los Angeles (CSULA).

Section 1.02. Notice. All notices required or which may be given shall be mailed or personally delivered to the following:

Los Angeles County Sheriff
4700 Ramona Boulevard
Monterey Park, California 91754-2169
Attention: Administrative Services Division

Chief Administrative Officer
County of Los Angeles
Room 713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Executive Officer
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Scientific Services Bureau
Attention: Bureau Commander
Los Angeles County Sheriff
2020 West Beverly Boulevard
Los Angeles, California 90057

Administrative and Technical Services Bureau
Attention: Commanding Officer
Los Angeles Police Department
150 North Los Angeles Street, Room 634
Los Angeles, California 90012

Scientific Investigation Division

Attention: Commanding Officer
Los Angeles Police Department
555 Ramirez Street, Space 270
Los Angeles, California 90012

City of Los Angeles
City Administrative Officer
1500 City Hall East
200 North Main Street
Los Angeles, California 90012

California State University, Los Angeles
Attention: President
5151 State University Drive, ADM 815
Los Angeles, California 90032

The address or addresses to which notices shall be mailed to any Party may be changed by written notice to all other Parties.

ARTICLE II

Purpose of Agreement

Section 2.01. Purpose. The Los Angeles Regional Crime Lab Facility Authority (Authority) was organized for the purpose of operating the Los Angeles Regional Crime Laboratory Facility (Facility). Each of the Parties to this Agreement is a sublessee of the Authority of space within the Facility. Pursuant to the terms of each sublease, the Authority is responsible for paying the costs for operation of the Facility, routine maintenance and repair, pass-through costs, and extraordinary repair. The Authority is entitled to recover a proportionate share of such costs from each sublessee on an annual basis. The Authority may contract for maintenance services from any of the sublessees, and each sublessee may opt to provide maintenance services for leased premises of which it has exclusive use. In addition, each of the sublessees is required to abide by all fair employment practices laws. The purpose of this Agreement is to facilitate the relationship among the Parties with respect to these matters, consistent with the terms of each sublease and of the Joint Exercise of Powers Agreement.

ARTICLE III

Budgeting and Contracting

Section 3.01. Budgeting. Pursuant to section 4.05 of the Joint Powers Agreement, the LASD is the Lead Agency for purposes of the operation of the Facility. Pursuant to section 32 of each party's lease with the Authority, the LASD is the administrator of the lease. The administrator's duties include the contracting of services for the benefit of the Facility, the creation of a budget for each fiscal year, adjustment to the budget based on the actual costs of operation, routine maintenance and repair, pass through costs, and extraordinary repair, and the collection of payments from each lessee

to the Authority. Exhibit D of each sublease provides the schedule pursuant to which the annual budget shall be provided to each sublessee, the annual notice of reconciliation shall be provided to each sublessee, each sublessee shall provide payment to the Authority for such sublessee's proportionate share of the budget, and the Authority or sublessee shall make payment pursuant to the notice of reconciliation.

The Parties agree that any dispute concerning the budget shall be subject to the dispute resolution process provided for in Article VI of this Agreement.

In the event that any Party, pursuant to section 3.03, assumes the responsibility of maintaining the leased premises of which it has exclusive use, the annual budget shall be adjusted to reflect that such Party is not required to make any payment to the Authority for the maintenance of such premises.

Section 3.02. Contracting. Pursuant to section 4.03 of the Joint Powers Agreement, the administrator shall contract for operation, maintenance, and repair services necessary to the Facility according to all laws and restrictions applicable to the County of Los Angeles.

The Parties agree that the duration of any contract shall not exceed five years, inclusive of any options to extend the contract. Upon entering or extending a contract, the administrator shall provide the Parties with copies of the contract or agreement to extend.

Section 3.03. Opt-out Procedures. Pursuant to section 5 of each sublease, the sublessee may assume the responsibility of maintaining the leased premises of which it has exclusive use.

The Parties agree that prior to executing any new contract for maintenance that includes maintenance of the premises over which any of the Parties has exclusive use, the administrator shall provide a copy of the proposed contract to each of the Parties. Within 15 calendar days after receipt of the proposed contract, any Party may notify the administrator in writing that it intends to opt out of the maintenance contract for purposes of maintaining the areas over which such Party has exclusive use. Except as provided in this section, no Party may opt out of any contract for maintenance services without the unanimous written consent of all Parties.

The Parties further agree that notwithstanding any decision by a Party to opt to maintain premises of which it has exclusive use, the Authority shall retain the power to perform maintenance necessary to protect the health or safety of any occupants of the Facility or to protect the right of any Party to make use of the Facility as provided for in its sublease. The cost of performing any such maintenance shall be charged to the Party or Parties responsible for maintaining the premises on which the need for such maintenance work arises. Where feasible, the Facility Management Committee or the Facility Manager shall notify the Party or Parties responsible for maintaining such premises prior to taking action to address the issue on behalf of the Authority.

ARTICLE IV

Fair Employment Practices

Section 4.01. Compliance with Fair Employment Practices Laws. Pursuant to section 19 of each sublease, the sublessee is obligated to abide by all laws respecting discrimination, harassment, and other fair employment practices. Each Party agrees that it shall advise its employees that such laws, and the Party's policies concerning such laws, shall apply to its employees' interaction with employees of the other Parties to this Agreement. Each Party shall be responsible for the conduct of its employees with regard to such laws, and shall be responsible for the investigation, resolution, and imposition of discipline as appropriate of allegations or complaints concerning the conduct of its own employees.

ARTICLE V

Management Committee

Section 5.01. Management Committee. A Facility Management Committee shall be established consisting of five members, one appointed by each member of the Authority. No member of the Facility Management Committee shall serve as a member of any Facility Coordinating Committee established by the Parties. The Facility Management Committee shall be involved in dispute resolution as provided in this Agreement and any other Agreement between the Parties. In addition, the Facility Management Committee shall have the power to authorize emergency repairs to the Facility in an amount not to exceed that established by the Authority. Any repair authorized pursuant to this power shall be reported to the Authority at its next regularly scheduled meeting.

Section 5.02. Facility Defined. For purposes of this Agreement, the Facility consists of all structures and other items provided at the time of construction or by the Authority.

Section 5.03. Committee Meetings. The Management Committee shall meet at least once every 90 days.

Section 5.04. Minimum Meeting Agenda. The Management Committee Meetings shall include, but not be limited to, the following agenda items: Parking, Interagency Cooperation, Security and Access, Contracts, Dispute Resolution, Emergency Evacuation Plan, Report from the Facility Manager, Report from the Facility Coordinating Committee.

Section 5.05. Distribution of Facility Management Committee Meeting Minutes. Minutes from the meetings of the Facility Management Committee shall be distributed to each member of the Authority

ARTICLE VI Dispute Resolution

Section 6.01. Dispute Resolution. The Parties agree that if a dispute arising under this Agreement between Parties, or between employees of different Parties, cannot be resolved by the involved employees informally, the matter shall be forwarded to the Facility Management Committee for resolution. If the dispute cannot be resolved by the Facility Management Committee, the matter shall be forwarded to the Authority for resolution.

ARTICLE VII Indemnification

Section 7.01. Indemnification. The Parties agree that, with respect to any actions taken pursuant to this Agreement, each Party shall be responsible for the actions of its own employees. Each Party agrees to indemnify and hold the others harmless from all loss or liability for injury, damage, actual or alleged, to person or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this Agreement. In the event of third-party loss caused by the negligence, wrongful act, or omission of more than one Party, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or otherwise determined by law. The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this Agreement.

ARTICLE VIII Effectiveness, Amendment, and Termination

Section 8.01. Effective Date of Agreement. This Agreement shall be effective upon signature by all of the Parties and approval by the Authority.

Section 8.02. Amendment and Termination. Any amendment to this Agreement shall be made by written agreement between all Parties, with the approval of the Authority. This Agreement shall be subject to termination by written agreement among all Parties and shall otherwise terminate upon termination of the subleases.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the parties hereto as of the date approved by the parties.

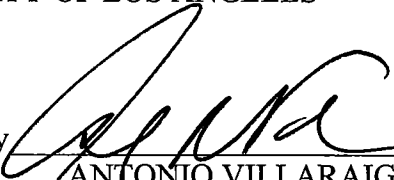
COUNTY OF LOS ANGELES

By _____
GLORIA MOLINA
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer
Los Angeles County
Board of Supervisors

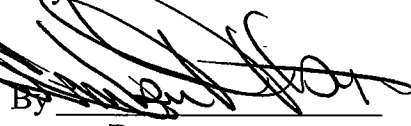
By _____
Deputy

CITY OF LOS ANGELES

By  JUL 12 2006
ANTONIO VILLARAIGOSA
Mayor

ATTEST:

7-14-06
City Clerk

By 
Deputy

C-110037



CALIFORNIA STATE UNIVERSITY
LOS ANGELES

By _____
Dr. Steven N. Garcia
Vice President for Administration
Chief Financial Officer

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the parties hereto as of the date approved by the parties.

COUNTY OF LOS ANGELES

By _____
MAYOR MICHAEL D. ANTONOVICH
Los Angeles County Board of Supervisors,
Fifth District.

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

CITY OF LOS ANGELES

By _____
ANTONIO VILLARAIGOSA
Mayor

ATTEST:

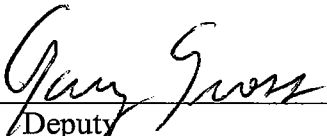
City Clerk

By _____
Deputy

CALIFORNIA STATE UNIVERSITY
LOS ANGELES

By _____
DR. STEVEN N. GARCIA
Vice President for Administration
Chief Financial Officer

APPROVED AS TO FORM,
RAYMOND G. FORTNER, JR.

By 
Deputy

APPROVED AS TO FORM
ROCKARD J. DELGADILLO,
CITY ATTORNEY


By 
Deputy City Attorney

EXHIBIT D

FACILITY OPERATING COSTS

(a) Facility Operating Costs. Sublessee shall pay its "Proportionate Share" (as hereinafter defined) of the "Facility Operating Costs" (as hereinafter defined) paid or incurred by Authority.

In the event this Sublease shall terminate on any date other than the last day of a fiscal year, the additional sum payable hereunder by Sublessee during the fiscal year in which this Sublease terminates shall be prorated on the basis of the relationship which the number of days which have elapsed from the commencement of said fiscal year to and including said date on which this Sublease terminates bears to three hundred sixty-five (365).

(b) "Proportionate Share" shall mean the number of useable square feet of the Subleased Premises or any other portion of the Facility leased or subleased by Sublessee (not including Common Areas), divided by the number of useable square feet of the Facility (not including Common Areas), or any other allocation agreed to by the parties.

(c) "Facility Operating Costs" shall include, but not be limited to the following:

1. Real property taxes and assessments which accrue and are payable during the lease term and which are allocable to the Facility or its operations;
2. HVAC and other utility repair and maintenance costs for the Facility;
3. The cost of ordinary, normal repairs and general maintenance and cleaning of the Facility, including improved vehicular parking areas on the Site;
4. The cost of ordinary, normal repairs and general maintenance and cleaning of the improved vehicular parking areas on the Site;
5. The cost of insurance, if any, procured by the Authority with the agreement of Sublessee for the purpose of insuring Sublease and/or the Subleased Premises;

6. Rental cost on all tools, machinery and equipment used in connection with the Facility and materials and supplies used in maintenance and repair of the Facility; and

7. Wages, salaries, insurance, workers compensation and other labor costs paid to employees and independent contractors actually and reasonably engaged by Authority to maintain and operate the Facility, but solely to the extent such costs are reasonably expended and are allocable for the normal operation of the Facility and, to the extent Authority or its employees performs such services or expends such costs, are not in excess of the current market rates for such services.

8. Costs relating to repairs, alterations, improvements, and equipment which must be capitalized under generally accepted accounting principles, including, without limitation, capital expenditures and improvements hereafter made or required by law to be made to the Facility or which are hereafter required to make the Facility comply with applicable laws, regulations or ordinances, including, but not limited to the Americans With Disabilities Act (except to the extent that such costs reduce Facility Operating Costs, in which case the amortization of such costs over their useful life may be included as an Operating Cost in an amount not to exceed any actual reduction in Facility Operating Costs realized by such costs);

9. Expenses incurred by Authority in order to correct any existing (as of the Effective Date) violations of any law, ordinances, requirements, orders, directives, rules and regulations of federal, state, county and city governments and of all other governmental authorities having or claiming jurisdiction over the Facility, including, without limitation, the Americans with Disabilities Act and any of said laws, rules and regulations relating to environmental, health or safety matters;

10. All costs and expenses of providing any above-standard service to any tenant or occupant of, or to any leasable area in, the Facility, e.g., overtime HVAC, supplemental chilled or condensed water, extra cleaning or overtime elevator service in excess of that required under this Sublease to be provided to tenant or occupant free of separate or additional charge; and

11. The Annual Contribution to the Extraordinary Repair Fund as provided for in Section 6(b).

(d) Estimate of Facility Operating Costs. On or before the date of commencement of this Sublease and on or before July 1 of each year thereafter, the Authority shall reasonably estimate the Facility Operating Costs for the following year. Commencing on the date of commencement of this Sublease, and on each July 1 thereafter, Sublessee shall pay to Authority said estimate of Facility Operating Costs, multiplied by Sublessee's Proportionate Share.

(e) Reconciliation of Facility Operating Costs. Within ninety (90) days after the expiration of each fiscal year, Authority shall furnish Sublessee with a statement of the actual Facility Operating Costs for the Facility. In the event the sum of the payment made by the Sublessee during the preceding fiscal year hereunder exceeds the amount which the Sublessee would have been obligated to pay if the actual Facility Operating Costs for such year were used in lieu of Authority's estimate thereof in calculating Sublessee's payments hereunder, the difference shall be credited by Authority to Sublessee's account against the next payments owed by Sublessee hereunder or, if the Sublease has terminated, the difference shall be paid to Sublessee within thirty (30) days of determination. In the event the payment made by Sublessee during the preceding fiscal year hereunder is less than the amount which Sublessee would have been obligated to pay if the actual Facility Operating Costs for such year were used in lieu of Authority's estimate thereof, in calculating Sublessee's payment hereunder, Sublessee shall pay

the amount of such difference to Authority within sixty (60) days after receipt of a demand by Authority accompanied by a statement of the actual Facility Operating Costs for such year. If Authority does not submit such reconciliation statement on or prior to one hundred twenty (120) days following the expiration of each fiscal year, it shall waive the right to collect any deficiency in payments made by Sublessee for such year.

(f) Audit. Sublessee shall be entitled from time to time to audit and verify the costs, expenses, operations, etc., relating to the Facility and/or the related books and records of Authority to ensure that the Facility Operating Costs reported by Authority are in keeping with the provisions of this Sublease. In the event of any dispute or error relating to the Facility Operating Costs, Sublessee may withhold any disputed payment on its part until resolution of such dispute, provided, however, that no payment on the part of Sublessee shall prejudice any or all of its rights under this Sublease. In the event of any errors, the appropriate party shall make a correcting payment in full to the other party within thirty (30) days after the determination and communication of the amount of such error.

**LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
MEMORANDUM OF AGREEMENT NO. 2
FACILITY-WIDE PROTOCOLS**

**ARTICLE I
Parties to Agreement**

Section 1.01. Parties. The Parties to this Memorandum of Agreement (Agreement) are the County of Los Angeles, acting by and through the Los Angeles County Sheriff's Department (LASD), the City of Los Angeles, acting by and through the Los Angeles Police Department (LAPD), and the Trustees of the California State University, acting by and through the California State University, Los Angeles (CSULA).

Section 1.02. Notice. All notices required or which may be given shall be mailed or personally delivered to the following:

Los Angeles County Sheriff
4700 Ramona Boulevard
Monterey Park, California 91754-2169
Attention: Administrative Services Division

Chief Administrative Officer
County of Los Angeles
Room 713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Executive Officer
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Scientific Services Bureau
Attention: Bureau Commander
Los Angeles County Sheriff
2020 West Beverly Boulevard
Los Angeles, California 90057

Administrative and Technical Services Bureau
Attention: Commanding Officer
Los Angeles Police Department
150 North Los Angeles Street, Room 634
Los Angeles, California 90012

Scientific Investigation Division
Attention: Commanding Officer
Los Angeles Police Department
555 Ramirez Street, Space 270
Los Angeles, California 90012

City of Los Angeles
City Administrative Officer
1500 City Hall East
200 North Main Street
Los Angeles, California 90012

California State University, Los Angeles
Attention: President
5151 State University Drive, ADM 815
Los Angeles, California 90032

The address or addresses to which notices shall be mailed to any Party may be changed by written notice to all other Parties.

ARTICLE II

Purpose of Agreement

Section 2.01. Purpose. The Los Angeles Regional Crime Lab Facility Authority (Authority) was organized for the purpose of operating the Los Angeles Regional Crime Laboratory Facility (Facility). Each of the Parties to this Agreement is a sublessee of the Authority of space within the Facility. LASD and LAPD are assigned space within the Facility in which to operate a regional crime laboratory. CSULA has been assigned space within the Facility in which to provide instruction and other activities consistent with its educational mission. The purpose of this Agreement is to establish protocols for the working relationship among the Parties with respect to issues that concern the Facility as a whole, consistent with the terms of each sublease and of the Joint Exercise of Powers Agreement.

ARTICLE III

Inter-agency Cooperation

Section 3.01. Cooperation and "Good Neighbor" Policy. As joint residents, each Party is encouraged to foster friendly inter-agency relations with the other Parties. Each Party will respect the chain-of-command of the other Parties. Information regarding incidents of serious contamination or chemical spills will be shared among the Parties through supervisors or their designees.

ARTICLE IV

Parking Assignment, Controls, and Protocols

Section 4.01. Parking Assignment. Pursuant to section 15 of the subleases, certain parking spaces shall be dedicated to the LASD and the LAPD for their exclusive use.

Section 4.02. Parking Controls. Facility parking passes shall be created and distributed to LASD and LAPD personnel.

The Parties agree that spaces in the north parking lot shall be marked to indicate specially designated parking. Signs shall be posted in the north lot indicating that parking between 7:00 a.m. and 5:00 p.m. Monday through Friday shall be pursuant to Facility parking pass only and that parking at all other times shall be pursuant to Facility or CSULA parking pass only.

Section 4.03. Parking Enforcement. Parking enforcement shall be provided by the City of Los Angeles upon request between 7:00 a.m. and 5:00 p.m. Monday through Friday. During other hours, parking enforcement may be provided by CSULA.

ARTICLE V

Building Security and Access

Section 5.01. Building Exterior. The Parties agree that all exterior doors shall remain locked at all times, except the public entrances on the second floor. The public entrances on the second floor shall be opened, secured, and alarmed by CSULA.

Section 5.02. Crime Lab Access. The Parties agree that access to the secured Crime Lab portion of the Facility shall be pursuant to policies and procedures established by the LASD and the LAPD. Access to the Crime Lab portion of the Facility shall be through the Crime Lab reception desk, or otherwise by permission of Crime Lab management when the public entrances are not open.

ARTICLE VI

Indemnification

Section 6.01. Indemnification. The Parties agree that, with respect to any actions taken pursuant to this Agreement, each Party shall be responsible for the actions of its own employees. Each Party agrees to indemnify and hold the others harmless from all loss or liability for injury, damage, actual or alleged, to person or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this Agreement. In the event of third-party loss caused by the negligence, wrongful act, or omission of more than one Party, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or otherwise determined by law. The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this Agreement.

ARTICLE VII

Facility Manager

Section 7.01. Facility Manager. Pursuant to section 4.05 of the Joint Powers Agreement, the LASD is the Lead Agency for purposes of the operation of the Facility. Pursuant to section 32 of each Party's sublease with the Authority, the LASD is the Administrator of the sublease. The Parties agree that the Administrator shall employ a Facility Manager. The Facility Manager is responsible for supervising the maintenance and repair of the Facility on a day-to-day basis and for making minor repairs. In addition, the Facility Manager may request that the Facilities Services Director of the Sheriff's Department authorize repairs in an amount not to exceed that established by the Authority.

ARTICLE VIII

Facility Coordinating Committee

Section 8.01. Coordinating Committee. A Facility Coordinating Committee shall be established consisting of three members: the Bureau Commander of the Scientific Services Bureau of the LASD, the Commanding Officer of the Scientific Investigation Division of the LAPD, and a corresponding designee of CSULA

Section 8.02 Emergency Evacuation Plan. The Facility Coordinating Committee shall create and manage a facility Emergency Evacuation Plan.

Section 8.03 Facility Recycling Program. The Facility Coordinating Committee shall create and manage a Facility Recycling Program.

Section 8.04. Committee Meetings. The Coordinating Committee shall meet as necessary to discuss issues concerning the operation of the Facility as a whole, but in any case shall meet at least once per month.

Section 8.05. Minimum Meeting Agenda. The Coordinating Committee Meetings shall include, but not be limited to, the following agenda items: Parking, Risk Management, Interagency Cooperation, Security and Access, Contracts, Dispute Resolution, Emergency Evacuation Plan, Report from the Facility Manager.

Section 8.06. Distribution of Coordinating Committee Meeting Minutes. Minutes from the meetings of the Coordinating Committee shall be distributed to each member of the Facility Management Committee.

ARTICLE IX

Dispute Resolution

Section 9.01. Dispute Resolution. If a dispute arising under this Agreement between Parties, or between employees of different Parties, cannot be resolved by the involved employees informally, the matter shall be forwarded to the supervisors of the

involved units for resolution. If the dispute cannot be resolved by the supervisors, the matter shall be forwarded to the Facility Coordinating Committee for resolution. If the dispute cannot be resolved by the Facility Coordinating Committee, the matter shall be forwarded to the Facility Management Committee for resolution. If the dispute cannot be resolved by the Facility Management Committee, the matter shall be forwarded to the Authority for resolution.

ARTICLE X

Effectiveness, Amendment, and Termination

Section 10.01. Effective Date of Agreement. This Agreement shall be effective upon signature by all of the Parties.

Section 10.02. Amendment and Termination. Any amendment to this Agreement shall be made by written agreement between all Parties. This Agreement shall be subject to termination by written agreement among all Parties and shall otherwise terminate upon termination of the subleases.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the parties hereto as of the date approved by the parties.

COUNTY OF LOS ANGELES

By _____
LEROY D. BACA
SHERIFF
Los Angeles County Sheriff's
Department

CITY OF LOS ANGELES

By _____
WILLIAM J. BRATTON
CHIEF OF POLICE
Los Angeles Police Department

CALIFORNIA STATE UNIVERSITY
LOS ANGELES

By _____
Dr. Steven N. Garcia
Vice President for Administration
Chief Financial Office

APPROVED AS TO FORM,
LLOYD W. PELLMAN

By _____
Deputy

APPROVED AS TO FORM
ROCKARD J. DELGADILLO,
CITY ATTORNEY

By _____
Deputy City Attorney

**LOS ANGELES REGIONAL CRIME LABORATORY FACILITY
MEMORANDUM OF AGREEMENT NO. 3
LABORATORY OPERATION PROTOCOLS**

**ARTICLE I
Purpose**

Section 1.01. The following agreed upon Operations Protocols define the policies and procedures governing the operations of the technical sections that are housed at the facility, the use of shared laboratory and office space, and of shared analytical equipment and supplies between the Los Angeles County Sheriffs Department (LASD) and Los Angeles Police Department (LAPD). The following protocols are addressed in two parts: general protocols that pertain to all sections of the facility assigned to LASD and LAPD and those protocols that are section specific.

Section 1.02. For purposes of this agreement, the LASD term "section" is understood to be interchangeable with the LAPD term "unit".

Section 1.03. Notice. All notices required or which may be given shall be mailed or personally delivered to the following:

**Scientific Services Bureau
Attention: Bureau Commander
Los Angeles County Sheriff
2020 West Beverly Boulevard
Los Angeles, California 90057**

**Scientific Investigation Division
Attention: Commanding Officer
Los Angeles Police Department
555 Ramirez Street, Space 270
Los Angeles, California 90012**

**ARTICLE II
General Facility**

Section 2.01. Cooperative Effort - "Good Neighbor" Policy. As joint residents, each agency is encouraged to foster friendly inter-agency relations. Each agency will respect the other agency's chain-of-command. Each agency may use the other as a source of knowledge and expertise and, when possible, engage in mutual training activities. If an individual or agency possesses a unique expertise, the colleague(s) from the other agency may formally request assistance through the appropriate chain-of-command. When practical, sections may agree to provide emergency supplies to their colleagues from the other agency. The equivalent of any

borrowed supplies will be returned to the lending agency upon replenishment of the borrowing agency's supply. Information regarding incidents of serious contamination or chemical spills will be shared between the agencies through their supervisors or designees.

Section 2.02. Common Areas and Shared Space. Common areas and shared space should not be used for the storage of supplies, unused equipment or evidence. When practical, maintenance and analytical materials should be stored in cabinets or drawers in proximity to the appropriate instrument or equipment. All laboratory supplies in support of laboratory functions or activities within common areas should be stored in cabinets or drawers. Any remaining, unassigned storage space should be equitably divided between the agencies. Personal media devices may be allowed in the office or laboratory areas with the consent of all personnel in the neighboring area. The volume must be low to prevent interference with the atmosphere of the work environment. Snacks, beverages, and meals may be allowed in the office areas with the consent of all personnel in the neighboring area. Each individual should be responsible for monitoring his/her activities to the extent necessary to maintain an orderly and clean environment in the office, laboratory and break areas. Personal Protective Equipment will not be allowed in the office areas.

Section 2.03. Combined Purchases of Supplies and Service Contracts. Both agencies will attempt to combine supply orders and service/maintenance contracts in order to receive the most beneficial discount.

Section 2.04. Shared Supplies and Equipment Purchases. The cost of consumable supplies for any shared equipment will be apportioned on an annual basis by a mutually agreed upon percentage of use (i.e., if it is determined that an agency used the equipment 75% of the time, that agency will assume 75% of the supplies' cost). Prior to the joint purchase of any equipment, supervisors from the respective agencies will mutually agree on the following: equipment specifications, maintenance costs, consumables' costs; operating procedures, usage, training program, and validation plan. If the section's supervisors cannot agree, the purchase will not continue.

Section 2.05. Reference Libraries. Employees borrowing literature for any purpose, other than its immediate copying, will sign for its responsibility in a designated log that will note the following: employee's name, agency, title of literature (or inventory control number), and date of removal. Reference literature under the control of an agency's section or an individual may be borrowed with the respective section's or owner's consent. Employees will be encouraged not to remove reference materials from a shared conference room/library for an extended period. It will be incumbent upon the borrower to maintain the material in good condition. Lost or damaged material will be replaced with a document of comparable quality to that originally borrowed.

Section 2.06 Dispute Resolution. Employees will be encouraged to familiarize themselves with the Facility-wide, and the Fiscal and Policy Protocols to reduce the need for dispute resolution. In the event of an unresolved dispute between personnel of each

agency, the respective sections' supervisors will be requested to meet as quickly as is practical to resolve the issue. If the sections' supervisors cannot resolve the dispute, it will pass to the next level in each agency's chain-of-command for resolution.

Section 2.07 Employee Parking Controls. Pursuant to Section 15 of the subleases, certain parking spaces have been dedicated to the LASD and the LAPD for their exclusive use. Facility parking passes shall be created at the direction of the Commanding Officers of the LASD and LAPD. Spaces in the north parking lot shall be marked to indicate specially designated parking. Signs shall be posted in the north lot indicating that parking between 7:00 a.m. and 5:00 p.m. Monday through Friday shall be pursuant to Facility parking pass only and that parking at all other times shall be pursuant to Facility or CSULA parking pass only.

The Parties agree that in the north parking lot, eight spaces shall be designated as parking for persons with disabilities, additional spaces may be reserved by the Commanding Officers of the LASD and LAPD; the remaining spaces shall be designated for the staff assigned to the facility and visitors of the LASD or the LAPD.

The Parties agree that the south parking lot shall be secured. The distribution of the parking spaces in the south parking lot shall be determined by the LASD and LAPD Commanding Officers.

Section 2.08 Visitor Parking Controls. Parking by LASD and LAPD visitors in the north lot shall be pursuant to dated visitor parking passes. Visitors arriving at the Facility shall find a parking space, then obtain a parking pass from the Crime Lab reception desk and place the pass in their vehicle for the duration of their visit.

Section 2.09 Building Security and Employee Access. LASD and LAPD personnel shall display photographic identification at all times while in the Crime Lab portion of the Facility. Employees assigned to the Crime Lab shall have access to the building pursuant to electronic key card. Electronic key cards shall be distributed at the direction of the Commanding Officers of the LASD and LAPD. A security manager from the LASD and LAPD shall manage the distribution of key cards to their respective personnel and coordinate the determination and evaluation of access levels.

Section 2.10 Volunteers and Interns Access. Limited access to the facility may be granted to either agency's volunteers and interns at the discretion of the respective agency's Commanding Officer.

Section 2.11 Visitor Access. Visitors to the Crime Lab shall sign in and out at the Crime Lab reception desk. A temporary visitor identification badge shall be issued to visitors who do not have a government-issued photographic identification that may be displayed. Visitors shall display their visitor identification badge or photographic identification at all times while in the Crime Lab portion of the Facility. Each agency shall be responsible for escorting its visitors into its portion of the Crime Lab. Access by visitors to shared laboratory space shall be pursuant to the consent of both LASD and

LAPD management. The more stringent policy toward the admittance of external experts to the laboratory will be adopted by both agencies. As a general practice, access to the laboratory will be limited to laboratory personnel unless otherwise specified by an individual section.

Section 2.12 Facility Security Manual. Specific procedures outlining security issues concerning the LASD and LAPD lab areas will be delineated in separate LASD and LAPD security manuals.

ARTICLE III

Shared Personnel Responsibilities

Section 3.01. Storekeeper. The storeroom keeper shall be provided by the LAPD. The storekeeper is responsible for receiving supplies and materials used by the Crime Lab; maintaining the organization of the storeroom; tracking supplies used by the Crime Lab; and other duties as assigned.

Section 3.02. Rangemaster. Responsibility for providing the rangemaster shall alternate annually between the LASD and the LAPD. The rangemaster is responsible for maintaining a clean and safe environment in the range and shooting tank rooms; maintaining the gun and ammunition collections; tracking and ordering supplies for use in the range and shooting tank areas; and other duties as assigned.

Section 3.03. Receptionist. The Receptionist shall be provided by the LASD. The receptionist is responsible for greeting and directing visitors; issuing temporary parking passes; authorizing visitors to the secured, south parking area; receiving mail and packages; and other duties as assigned.

ARTICLE IV

Section Specific Protocols

Section 4.01. Forensic Biology.

Section 4.01.01. Shared Equipment. Both agencies will routinely use their own thermocyclers, analyzers, and Real-Time PCR instruments. Should the need arise, instruments may be borrowed with permission. Instruments in the shared rooms (PCR Set-up and Post Amp) will have the same maintenance schedules. Calibration and maintenance documentation will be centrally located. Pipettes will be calibrated at least once per year. Quarterly calibration checks will be performed on all thermocyclers, in accordance with manufacturer's recommendation. There will be yearly calibration of the verification thermometer. Real-Time PCR instruments will have yearly preventative maintenance performed by the manufacturer.

Section 4.01.02. Cleaning. A schedule will be developed to include personnel from both departments for weekly team cleaning of the PCR Set-up and Post Amp room.

All bench tops, instruments, pipettes, and washable equipment will be cleaned in accordance with this schedule. The floors will be cleaned by building maintenance staff with dedicated equipment.

Section 4.01.03. Reagent Preparation. Both agencies will assist in the production and testing of a single batch of reagents, where applicable. Genetic typing kits (i.e., Profiler Plus, Cofiler, and Identifier) will be considered "Critical Reagents." Non-critical reagents will be tested at first use. Documentation of the quality control testing of critical and non-critical reagents will be centrally located.

Section 4.01.04. Combined DNA Index System (CODIS). Both agencies will use the same communication hardware (currently T-1 line and hardware rack) for CODIS functions. Each agency will have a designated CODIS Administrator.

Section 4.01.05. Technical Conflict Resolution. Technical issues between agencies will be handled by the agencies' DNA Technical Leaders or designees.

Section 4.02. Crime Scene Investigations.

Section 4.02.01. Shared Space. Shared examination rooms and vehicle bays are to be used for the collection, documentation, and packaging of physical (i.e., biological, trace, and firearms) evidence. The processing of evidence or vehicles for latent prints should not be conducted in these areas without prior supervisory authorization. The seven First Floor examination rooms will be shared equally between the two agencies. Therefore, as a general practice, each agency will have three examination rooms for their use. The seventh and largest shared room will be reserved for cases which require special handling or with a large amount of evidence. The use of shared rooms for the examination of evidence and vehicles will normally be limited to two business days. Should it be necessary, additional time may be granted by the sections' supervisors. Of the three vehicle bays, two are general vehicle examination bays. Each agency will be assigned priority use of one general bay. The third bay contains a vehicle lift. This bay will be made available to both agencies as follows: priority use of the bay always favors L.A.P.D., based upon the Facility's Architectural Program dated June 20, 2002; attempts will be made by L.A.P.D. to keep the bay clear and available; and attempts will be made by L.A.S.D. to restrict the use of the bay to active examination.

The agency assigned a bay's priority use will be responsible for the scheduling, oversight and routine maintenance of the bay. Each user shall be responsible for the general housekeeping (e.g. removal of all trash and disposables) after each use. Personnel from both agencies will monitor supplies in the shared rooms and vehicle bays at least once a week. Representatives of each agency will conduct quarterly inspections of these shared areas. The related documentation will be centrally located.

Section 4.03. Evidence Control.

Section 4.03.01. Shared Space. Each agency will share responsibility for the restocking of supplies, minor cleaning, and orderliness of any shared space including: the lobby, the packing table, and its surrounding area.

Section 4.03.02. Evidence Receipt and Release. Each agency will be solely responsible for the receipt and release of their respective evidence during their agency's regular hours of operation. In the event that no evidence personnel from the respective agency is available for the receipt of evidence during that agency's regular hours of operation, the appropriate technical section's supervisor will be contacted. When an agency's evidence operation is closed, the evidence will be held by the booking officer until regular hours of operation. Each agency's policies and procedures of the handling and data entry of evidence will be determined by its respective agency.

Section 4.03.03. Visitor Access. LAPD prefers not to allow visitors conducting official business access to the facility through the evidence lobby. When escorted by Department personnel, LASD will allow facility visitors, conducting official business, limited access through the evidence lobby. The visitors will sign-in at their point-of-entry into the facility. Visitors will be escorted back to the point-of-entry to sign-out.

Section 4.04. Firearms.

Section 4.04.01. Operational Relationship Committee. A committee will be formed of the shared Rangemaster, and up to seven members representing the diversity of positions (i.e., clerical, lab/NIBIN technicians, examiners/criminalists and supervisors) from each agency. The committee members will be appointed by their respective agency. The committee will foster a smooth working relationship between the agencies by identifying and resolving operational issues, such as routine audits of shared equipment, and creation and management of a maintenance/damage log to track equipment repairs

Section 4.04.02. Range Practices. LASD intends to make their evidence source ammo consistent with that of LAPD and purchase ammo, unless case specific ammo is required to effect an identification. Some discontinued ammo will still be gleaned from evidence booking for both agencies.

Section 4.04.03. Rangemaster's Duties. The Rangemaster meets and complies with legal considerations for operating an indoor range (e.g. give access to industrial waste inspectors) and is responsible for any safety related duties associated with the range (e.g., blood lead level monitoring, oversees range waste disposal, etc.). The Rangemaster performs the following duties: serves as curator for both cartridge and firearms collections (includes damage log); inventories and controls purchased ammo (e.g., stocking ammo and disbursing ammo); monitors hygiene and maintenance of range; enforces range rules; regularly reports range activities to respective supervisors; and schedules special range activities (e.g. study group meetings, classes, etc.).

Section 4.04.04. Range Waste Disposal. The agencies will contract with a lead abatement service to clean shooting tanks, traps, vacuum, filter change, etc.

Section 4.04.05. Conference Room/Reference Libraries. An appointed clerical staff member will manage the scheduling of the conference room. If a scheduling conflict occurs between agencies, the interested parties or their respective supervisors will attempt a resolution based on the parties' requirements for the room. Institutionally owned books and journals will be co-located in the shared conference room. Books cannot be removed from the facility without supervisory approval and appropriate record keeping.

Section 4.04.06. Visitor Access. Access to restricted areas of the firearms collection and range facilities will be by supervisor approval only.

Section 4.05. Forensic Document Examination Section

Section 4.05.01 Shared Space and Equipment. The Forensic Document Examination Sections of LAPD and LASD have a common door that provides access between the sections' office space. These sections will not share common analysis areas, office space, or laboratory equipment. Therefore, it is not necessary to address issues related to the daily sharing of space and equipment.

Section 4.05.02. Section Security and Access. The Sections will be responsible for the security of their respective areas. The common door between the sections should remain unlocked while examiners are present in both sections. Upon the request of personnel from either department, the door may be secured. Based on their respective department's criteria, the sections will independently authorize visitors.

Section 4.06. Latent Prints.

Section 4.06.01. Equipment. Each owner agency will monitor the use of its respective equipment. Each agency will purchase its respective consumable supplies required for use on shared equipment. The repair and maintenance of equipment will be the responsibility of the owner agency.

Section 4.07. Photo/Digital Imaging.

Section 4.07.01 Shared Space and Equipment. The LASD and LAPD will not share equipment, laboratory space, or office space in the facility. Access to these areas will be through common corridors and by established security and access procedures.

Section 4.07.02. Accommodating Requests by the Other Agency. Requests will be considered on a case-by-case basis. Requests for assistance will be made of the line-level supervisor whenever possible. The supervisor/lead person will approach his/her counterpart regarding any special requests such as film processing, equipment loans, use of studio space, or other assistance.

Section 4.08. Trace/Physical Evidence.

Section 4.08.01. Shared Space Defined. Common areas and shared spaces will be apportioned according to the Architectural Program for the Los Angeles Regional Laboratory Facility dated June 20, 2002. Shared spaces are to include, but are not limited to: the Impression Evidence Prep Room; the Analytical Instrument Room; and, the Scanning Electron Microscope Room

Section 4.08.02. Lighting/Separation in Scanning Electron Microscope Room. Three lighting zones and a blackout curtain will suffice for privacy to separate the room.

Section 4.08.03. Shared Equipment. This policy applies only to the equipment in the Analytical Instrument Room (Room 539). The owner agency will be responsible for maintenance and repair of any shared equipment. The user agency will be responsible for providing training in accordance with the user agency's established policies and procedures. The owner agency may assist with training, but is not required to do so.

ARTICLE V Effectiveness, and Amendment Procedure

Section 5.01. Effective Date of Agreement. This Agreement shall be effective upon signature by both Parties.

Section 5.02. Amendment Procedure. The requirement(s) and parameters for a proposed change to or an addition of the Laboratory Operation Protocol will be discussed among the concerned section's or sections' members. If a change or addition is agreed upon, a member of the above discussion group or their designee will draft a proposed Laboratory Operation Protocol. Each agency's supervisor(s) who represents the affected section(s) will evaluate the proposed Laboratory Operation Protocol and signify concurrence by signing and dating the Laboratory Operation Protocol. The proposed Laboratory Operation Protocol will be forwarded up each agency's chain-of-command to their respective crime laboratory's commanding officer. Prior to taking effect, the proposed Laboratory Operation Protocol will be reviewed and signed by each agency's Commanding Officer or equivalent.

We have agreed and do agree to enforce the Laboratory Operation Protocols as described:

Chris C. Beattie, Captain
Scientific Services Bureau
Los Angeles County Sheriff's Department

Date

Steven B. Johnson, Commanding Officer
Scientific Investigation Division
Los Angeles Police Department

Date

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S. 060
No.

DEPARTMENT OF CHIEF ADMINISTRATIVE OFFICE

SEPT 7, 2006 19E

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2006-2007

3-Votes

See attached for details.

JUSTIFICATION:

This adjustment transfers appropriation to Other Chargers to properly account for disbursement of funding.

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER BY

No. 27

Sept 8 192006

APPROVED AS REQUESTED

AS REVISED

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

CHIEF ADMINISTRATIVE OFFICER

BY

DEPUTY COUNTY CLERK

FISCAL YEAR 2006-07

3-VOTES

FINANCIAL SOURCES

Project & Facility Development
Services & Supplies
A01-PF-10190-2000
\$650,000 Decrease Appropriation

FINANCIAL USES

Project & Facility Development
Other Charges
A01-PF-10190-5500
\$650,000 Increase Appropriation

Justification:

This adjustment transfers appropriation to Other Charges to properly account for disbursement of funding.